No. 12678

IN THE

United States Court of Appeals

For the Ninth Circuit

FEDERAL SERVICES FINANCE CORPORATION, a Corporation,

Appellant,

vs.

BISHOP NATIONAL BANK OF HAWAII AT HONOLULU, a Corporation,

Appellee.

Appeal from the United States District Court, For the Territory of Hawaii

REPLY BRIEF FOR APPELLANT

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REPLY BRIEF FOR APPELLANT

Since this is a reply brief, we shall not attempt to repeat or restate the arguments already set forth in our opening brief. We deal only with new arguments advanced on behalf of the appellee in its answering brief, and with the specific matters in its brief which seem in most urgent need of correction.

First, appellant desires to comment on the Statement of Facts contained in appellee's brief. Appellee states that the president of the payee corporation (Waipahu Auto Exchange, Limited) "* * * largely managed and controlled this most informally organized and irregularly conducted corporation." (Appellee's Br. p. 3). The only record reference is to R. 160, 161, *et passim*. A glance at the specific pages of the record discloses that those pages merely estab-

lish that the president handled all dealings with finance companies. That these dealings had to do with loans on, or the discounting of, conditional sale contracts is apparent from the remainder of the questioning of Treasurer Yokono (R. 99, 100, 161). We do not find any other evidence in the record to support appellee's statement that "the president largely managed and controlled this * * * corporation." No further specific record reference is cited in support thereof, nor does appellant believe any to be available.

On the contrary, the record specifically disproves appellee's statement. Vice-President Shintaku was General Manager of the payee corporation, not Yee, who was President (R. 97). Treasurer Yokono did most of the financing, with the exception of said dealings with finance companies (R. 97). Treasurer Yokono, in his capacity as such, attended to the making of bank deposits for the payee corporation (R. 145). Treasurer Yokono and Vice-President and General Manager Shintaku together signed all the checks drawn by the payee corporation on its corporate account (R. 29-30). General Manager Shintaku was also in charge of the office of the payee corporation (R. 141).

Other statements of fact which we submit to be erroneous will be treated as they become pertinent to appellee's argument.

The following Roman numeral headings of the present reply brief are keyed to the points argued in appellee's brief.

I

The first point asserted in appellee's brief is that appellant fails to assume the burden of showing prejudice as a result of the trial court's exclusion from evidence of the payee corporation's by-laws. On page 6 of its brief appellee calls this Court's attention to page 31 of appellant's brief, wherein appellant submitted that "in the face of the foregoing facts" it was error to refuse to admit the purported

by-laws. Appellee stated that the "foregoing facts" do not indicate that appellant was injured by this ruling. A reading of the by-laws and particularly the matter quoted on pages 26-27 of our opening brief clearly shows their bearing upon the authority of the president and the prejudice resulting from the failure of the court to admit them into evidence.

Appellee next attempts to establish that appellant in fact was not prejudiced, asserting, in effect, that any provisions in the by-laws limiting the president's authority were negated by the actual corporate practice. In doing so, we submit, appellee has taken certain liberties with the evidence.

On page 7 of appellee's brief it is stated: "* * * all transactions involving financial corporations were turned over to the president (R. 97-100, 161, 162)." If by "financial corporations" it is meant to indicate that the president was authorized to do more than make the arrangements for financing conditional sale contracts with "finance companies," such as appellant, the evidence does not bear out this fact. The testimony cited in support of this conclusion goes no further than to show that which we freely admit, that Anthony Yee, with the sanction of Treasurer Yokono, was allowed to make arrangements concerning the dealings of the payee corporation with finance companies. A "finance company" is defined by Webster's *New International Dictionary,* Second Edition, Unabridged (1937), p. 948, as "a commercial credit company, or sometimes, a holding company."

The testimony of witness Yokono that Yee handled the arrangements with finance companies has here been enlarged by appellee to the statement mentioned above as to "financial corporations." This is probably not too significant in itself, but it is the beginning of a metamorphosis of this evidence finally transforming the evidence of limited financial authority of the president into statements

by appellee that "Anthony Yee, the president, exercised almost complete control of the corporation's financial affairs" (appellee's brief, p. 34); that "as a matter of fact financial matters were left entirely to Mr. Yee" (appellee's brief, p. 34); and finally that "It is apparent that the directors * * * allowed him (Yee) to exercise unrestrained management of the corporation's financial affairs" (appellee's brief, p. 35).

As indicated, appellee cites Record pages 97-100, 160-162, as its authority, pertinent portions of which are as follows:

> "Q. (by Mr. Cades) Didn't Mr. Yee attend to all the financing of the Company? Wasn't that his responsibility?
> A. No, I financed it mostly.
> Q. You financed mostly? A. Yes.
> Q. Did you ever have any dealings with any finance company?
> A. (by Mr. Yokono) No.
> Q. Did Mr. Yee have any dealings with finance companies?
> A. Yes.
> Q. Mr. Yee was not treasurer?
> A. With my sanction he financed." (R. 97)
>
> * * * * *
>
> "Q. (by Mr. Cades) Did you ever see a letter that was written on behalf of Waipahu Auto Exchange to the Federal Services Finance providing an arrangement under which conditional sale contracts could be sold to that company? * * *
> "* * * A. As far as I recall I haven't seen it.
> Q. (by Mr. Cades) You haven't seen such a letter. Then you have no personal knowledge of the arrangements that existed with respect to the sale of conditional sale contracts to this finance company?
> A. No.
> Q. No. You have no knowledge of them?
> A. Excepting from what we understood from Yee.

Q. And you depended on Yee for the making of arrangements and the carrying out of arrangements * * * with the finance company?
A. Yes. * * *
Q. (by Mr. Cades). Mr. Yokono, did you ever see a letter written to the Waipahu Auto Exchange by the Federal Services Finance and approved by the Waipahu Auto Exchange relating to arrangements for the financing of conditional sale contracts?
A. No." (R. 99-101)

Then, following testimony by Yokono and Lee, not pertinent here, the examination continues as follows:

"Q. (by Mr. Cades) : Mr. Yokono, I show you a letter addressed to Waipahu Auto Exchange from Federal Services Finance Corporation, dated March 16, 1949, and I will ask you, on the 3rd page of the letter, there is a legend 'accepted Waipahu Auto Exchange by Anthony Yee.' * * *
Q. It looks similar. Mr. Yokono, did you ever see this letter addressed to the Company of which you were treasurer before now?
A. No.
Q. You have never seen the letter? A. No.
Q. And the letter was not taken up with you? A. No.
Q. So that if Anthony Yee signed the letter and made the arrangements, he made them without your approval or knowledge?
A. It seems that way.
Q. You testified that you knew he had made some arrangements with finance companies; is that right?
A. Yes.
Q. Who was giving the orders on what the arrangements should be, you or Mr. Yee? * * *
"The Witness: You mean the arrangements for the loans?
Mr. Cades: Arrangements with the finance companies.
A. I don't recall, but it must have been — it must have been Yee. * * *
Q. Mr. Yokono, weren't the arrangements concerning

> the relationship or the dealings of your Company with the finance companies left entirely to Mr. Yee?
> A. Yes." (R. 159-161).

It is apparent that Treasurer Yokono and Mr. Cades were talking about commercial credit companies and not the corporate dealings with all financial institutions.

Returning to appellee's brief and reading further on pages 7-8 thereof, we come to the bold assertion:

> "While there was no formal resolution of the board of directors authorizing the president to sign, execute and deliver checks or other separate documents, the evidence clearly shows that the president did so with the knowledge and without the objection of the officers and directors, and did so over a period of eight or nine months, which, in effect, nullified the by-laws and made them irrelevant."

No record references are cited in support of this assertion, and we think none are available. On the contrary, the evidence is that all checks were signed by Mr. Yokono and Mr. Shintaku in accordance with the by-laws, and not by Mr. Yee (R. 29-30). Accordingly, the cases cited on page 8 of appellee's brief are removed a considerable distance from the issues in this case.

What would appear to be another unwarranted conclusion drawn from the evidence appears at pages 9 and 11 of appellee's brief. At page 9 it is stated: "The secretary of the corporation apparently never had a certified copy of the same (the by-laws) in the corporate files available for the inspection of stockholders as required by territorial statute (R. 128, 129)," and at page 11: "No certified copy was kept by the corporation's secretary as required by section 8335."

While we do not see that failure so to do would affect the validity of the by-laws, looking at the Record to pages 128-129, which are cited as supporting those assertions, we see only testimony that Attorney Lee, the dummy incor-

porator and dummy director, prepared several copies of the by-laws, but knew nothing about the existence or whereabouts of other copies. Record references appellee did not cite show that there *was* a copy of the by-laws on file in the corporation office (R. 140-141). The record is mute as to whether or not that copy was certified.

Another statement for which we find no support in the record, and for which no record reference is cited, is set out on page 11 of appellee's brief:

> "The general operation of the corporation was without regard to the by-laws and at all times in violation of their provisions."

Appellee's arguments that the by-laws were not complied with and thereby appellant was not prejudiced thereby, we submit, are based upon unwarranted inferences and misstatements of the evidence adduced. We again refer the Court to our opening brief (Part II B, pp. 26-31) which, we believe, clearly shows the prejudice to appellant by the exclusion of the by-laws, and the fact that the by-laws were validly adopted.

II

Appellant and appellee, fundamentally, are not in basic disagreement upon the law applicable with respect to the permissible scope of cross-examination. Appellee recognizes the principle that the cross-examination should be limited to the scope of the direct examination, and asserts that it is within the sound discretion of the court to determine the matters to be inquired into upon cross-examination. We do not dispute this. But in determining whether this discretion has been abused, we submit, this Court should start at the point of beginning which is the rule itself, which is, in effect, that a party calling a witness may restrict cross-examination to subjects dealt with upon direct examination and that if the opposing party desires to

examine him as to other matters he should call him as his own witness.

That is the basic proposition. In one sense, whenever a trial court, unless for exceptional reasons, departs from this rule, it is committing error. But, fortunately for litigants, not every error results in a reversal. The Supreme Court in the case of *Wills v. Russell,* 100 U.S. 621, (quoted in appellee's brief, pp. 13-14), has wisely held that unless the failure to abide by the rule has injured the complaining party in some way, the case should not be reversed. The portion of the opinion quoted in appellee's brief might lead one to draw the conclusion that the court did not recognize the rule referred to insofar as it applied to cases where the extended cross-examination was permitted rather than in cases where the rule was enforced. But that this is not the case appears from other portions of the opinion. At 100 U.S. 626, the following excerpts from the opinion appear:

> "Subject to these exceptions, the general rule is, that if a party wishes to examine the witness as to other matters, he must, in general, do so by making him his own witness and calling him as such in the subsequent progress of the cause.
>
> * * * * *
>
> "Cases not infrequently arise where the convenience of the witness or of the court or the party producing the witness will be promoted by a relaxation of the rule, to enable the witness to be discharged from further attendance; and if the court in such a case should refuse to enforce the rule, it clearly would not be a ground of error, unless it appeared that it worked serious injury to the opposite party."

The court went on to state that there was no injury to the complaining party in that case by reason of the departure from the general practice.

Likewise, the quotation in appellee's brief, page 13, from

the decision in *Rea v. Missouri,* 17 Wall. 532, might leave the impression that the court sanctioned cross-examination beyond the scope of the direct. In that case the trial judge had permitted cross-examination on matters not brought out in the examination in chief but as to one question the judge refused to require the witness to answer a question asked by the cross-examiner after the witness had declined to do so. It was this refusal by the court which was assigned as error by the party who had been conducting the cross-examination. The Supreme Court, in holding that this was not error, commented upon the procedure in the lower court stating, at 17 Wall. 542:

> "His cross-examination was very long, covering fifty pages of the printed record. It took a wide range — much wider than is allowed in United States courts in the case of an ordinary witness, where cross-examination is usually confined within the scope of the direct examination."

And, at 17 Wall. 543, the court went on to state:

> "It (the question) was on a new matter first introduced on the cross-examination, and was, in fact, cross-examination upon a cross-examination. If the court did not possess discretionary power to control such a course of examination, trials might be rendered interminable."

In other words, the court in that case in effect was holding that if the trial judge does ignore the rule limiting cross-examination to matters brought out upon direct examination, he is not precluded from exercising his discretion to put a stop to it.

In the case now before this Court, the questions for determination, we submit, are first, whether the cross-examination of Takeshi Yokono went to matters beyond the scope of his direct examination, and, second, if it did, whether appellant was prejudiced thereby.

Appellee in its brief argues that questioning Mr. Yokono

as to the identity of the by-laws of Waipahu Auto Exchange, Ltd., and asking if the offered by-laws were the ones under which the corporation acted, permitted appellee to examine him to determine whether the corporate affairs were conducted in accordance therewith.

We submit that these are two and entirely distinct subjects. It is one thing to examine a witness to identify a document as the formal by-laws of the corporation and quite a different matter to solicit testimony as to whether in the conduct of the business of the corporation the formal by-laws were adhered to. Mr. Yokono was called as a witness by appellant for the limited purpose of establishing a document as the formal by-laws of the corporation, the formal by-laws in force during the existence of the corporate entity. He was not called, nor was he questioned by appellant, on the handling of corporate affairs. Whether the corporate affairs were handled consistent with the by-laws contained in the formal document executed by the incorporators is quite a distinct subject from that of the identity of the document containing them.

Another matter overlooked in appellee's argument is that the bulk of the cross-examination of Mr. Yokono, and the prejudicial part, if any of his examination be deemed to justify the findings based thereon, took place after the judge had made his ruling that the purported by-laws were not admissible in evidence as being the by-laws of Waipahu Auto Exchange, Ltd. As the judge in effect had ruled that these were not the by-laws, why should appellee be permitted to conduct a lengthy cross-examination of this witness in an attempt to prove that the rejected document did not truly reflect the authority of the corporate officers? In other words, appellee, having successfully convinced the trial judge that the offered document did not contain the corporate by-laws, nevertheless, asserts a right to cross-examine witness Yokono at length on the theory that the document, which is not in evidence, does not embody, as

appellee puts it (appellee's brief, p. 17) "the functional by-laws" of the company.

We submit that in view of the court's ruling on the admissibility of the purported by-laws, even on the theory embraced by appellee in its brief, it was error to permit the cross-examination. We submit further, however, that an examination of a witness to identify formal by-laws does not include within its scope the question whether the corporate officers abided by the limitations of authority contained therein in the conduct of the corporate affairs.

III

Appellee, on pages 19-20 of its brief makes a point that this Court may reverse findings of fact by a trial court only where clearly erroneous. We fully agree, but submit that such is the case here. Note that there is no problem of the credibility of witnesses and conflicting evidence. The sole problem is one of determining whether the undisputed evidence supports the trial judge's findings. But, as set out above and below, appellant takes strong issue with appellee's statements of what the evidence is.

A. Here appellee attempts to rebut appellant's arguments of law on pages 24 and 25 of appellant's brief. Appellant does not intend to restate or reargue its position at this time.

On page 24 of appellee's brief, it is stated that "On the contrary, the complete acquiescence of the directors and stockholders to the president's control of the financial affairs of the corporation gives rise to the irresistible inference that Anthony Yee was, in fact, sharing the profits with the stockholders, or using the money for the benefit of the corporation." As we must time after time note in this reply brief, the only evidence in the Record of Anthony Yee's handling financial affairs of the corporation is that which shows that he handled dealings with the finance companies (R. 97-100, 160-61). Certainly this will not support any

such finding that Anthony Yee controlled the financial affairs of the corporation or give rise to any irresistible inference that, in fact, he shared the profits with the stockholders or used the money for the benefit of the corporation.

It should be pointed out, also, that all of the cases cited as authority by appellee for its assertion that a president has *prima facie* authority to endorse negotiable instruments "and to receive payment therefor" (appellee's brief, p. 21) are distinguishable upon their facts from the instant case.

A careful reading of the decision in *Schwehm v. Chelten Trust Co.,* 257 Pa. 76, 101 Atl. 93, discussed in appellee's brief at pages 21-23, will show that the court based its decision upon the authority of the president as found in the by-laws, although, admittedly, there is language contrary to our contention.

None of the cases listed on page 23 of appellee's brief involve the president of a payee corporation endorsing a check and receiving cash in payment therefor and in the majority of such cases the action involved a holder suing a maker of a promissory note wherein the maker alleged irregularity in the transfer. Further, in most instances, the transfer appeared to have been made in the regular course of business of the transferor, and never does there appear any question that the corporate endorser received the consideration therefor.

B. (1) *Law of Implied Authority*

We submit that appellee's citations of law are far removed from the issues in this case, as will be demonstrated in the following section.

(2) *The Evidence*

Here, in pages 32-36 of appellee's brief, the statements of the facts, we submit, are not in accordance with the evidence.

Appellee's statement, on page 32 of its brief, that the payee corporation was loosely and defectively organized

and its affairs conducted in a most informal and irregular manner, is not supported by any record reference. The only irregularity shown was that the secretary was not able to perform her duties and asked the others to perform the work for her.

A point is attempted to be made by appellee on page 32 of its brief that no formal notice was given of the pre-incorporation meeting. This is hardly pertinent since all four interested parties attended the meeting. It follows that adequate, if not formal, notice must have been given. Further, the applicable statute, section 8335, Revised Laws of Hawaii 1945 (Appellant's opening brief, appendix 1) requires no notice or formal meeting in the case of the adoption of by-laws by the incorporators.

Appellee further states on page 32, that "evidently, no other meetings were held after this organizational meeting, for Herbert K. H. Lee, one of the directors, did not receive notice of any meetings (R. 131), and no minutes or records were kept of any meetings (R. 142)." It is not at all significant that Lee received no notice of meetings, for the Record shows that he was not a shareholder (R. 127), and he was only a dummy director (R. 111, 131). The statement that no minutes or records were kept of any meetings is not supported by the record. The cited page (R. 142) only shows that the *secretary* kept no records of any meetings or of any corporate transactions. This followed the general statements that she was an inactive secretary—was not able to do the work, and asked the others to do all the work for her.

There is no basis for the statement that Treasurer Yokono "abandoned his duties to someone else" (appellee's brief, p. 33). On the contrary, his testimony is undisputed that he made the bank deposits for Waipahu Auto Exchange (R. 144-145). Likewise, although he did not actually write up the books, he kept the "datas" (R. 148). That it was understood at the trial that this meant the informal books

and records, such as sales records, bank records and simple bookkeeping forms, is apparent from the colloquies between Mr. Cades and Treasurer Yokono on pages 149, 154, 155, 157 and 158 of the Record. The formal books, in the words of Mr. Cades, were written up "after the Yee defalcation was discovered" (R. 148), which is apparently the reason why Yokono then was "in doubt as to which check belonged to which deal (R. 157)." Likewise Treasurer Yokono signed and Vice-President and General Manager Shintaku co-signed all corporate checks (R. 29-30).

On pages 33 of its brief, appellee states that "the evidence also shows that both Yokono and Yee were mixing the accounts of the corporation with their own individual accounts," citing R. 174, 177, 184, 186, and 187. Again the statement is inaccurate for all that can be gleaned from those pages of testimony, is that on one occasion Yokono, alone, and on another occasion, Yokono, together with Yee, advanced personal funds to the corporation as a loan.

Turning to page 34 of appellee's brief, it is interesting to note that the same and only evidence already discussed pertaining to the dealings of Yee with the finance companies has at this point become first, "Anthony Yee, the president, exercised almost complete control of the corporation's *financial affairs,*" and next, "as a matter of fact *financial matters* were left entirely to Mr. Yee." (emphasis added.) Thus the metamorphosis referred to on page 3 of this reply brief has now become complete. The simple evidence of arrangements for the sale of conditional sale contracts to finance companies (R. 97-100, 159-162) has gone through a complete cycle, and finally, on page 35 of appellee's brief, emerges as follows: "It is apparent that the directors * * * allowed him (Yee) to exercise unrestrained management of the corporation's financial affairs."

Appellee, having thus used the testimony of Treasurer Yokono of the very limited power of the president with respect to financial affairs of the corporation as authority

for assertions of a much greater authority on the president's part, then goes on to draw from these unsupported assertions of power its conclusion in the following language: "Clearly implied from these broad powers was the authority to endorse checks without contersignature of any other officer and to receive payment on behalf of the payee corporation." The difficulty with appellee's reasoning is the hypothesis that the president had broad powers.

Certainly, the evidence in the Record, viewed in its true light, and keeping in mind that all banking transactions were handled by Treasurer Yokono and General Manager and Vice-President Shintaku (R. 145, R. 29-30) will support no conclusion that Anthony Yee "had implied authority to endorse the checks in question and receive payment therefor on behalf of said corporation" (R. 24).

C. The argument of appellee in its brief in an effort to show that Anthony Yee had apparent authority to endorse the checks in question and receive payment in cash therefor, proceeds again upon the false premise as to his actual authority. Thus on pages 43-44 of appellee's brief we find the following passage:

> "The action of the directors in conferring upon Anthony Yee the general authority to handle the financial arrangements for the corporation (R. 160, 161) was a manifestation to third parties that Yee had broad powers. In the exercise of these powers Yee assumed full control and management of the corporation's financial affairs."

As previously pointed out and at the risk of belaboring the matter, we repeat that the only evidence on the subject is that Mr. Yee handled the financial arrangements with the finance companies and that he did not have any other financial duties. His powers were not broad. Financial matters generally were handled by the Treasurer, Yokono (R. 97). All checks were signed in accordance with the by-laws by the Treasurer, Yokono and by the Vice-President and Gen-

eral Manager, Shintaku (R. 29-30). If the true state of the evidence is kept in mind, the argument of appellee on the point of apparent authority, and on all other points urged in its brief, falls.

Appellee continues on page 44 of its brief to argue as follows:

> "During a period of four months, Anthony Yee cashed thirteen checks, each being made out to the corporate payee for a sum in excess of $1,000. * * * Certainly, the directors, in the exercise of ordinary diligence, should have known what was happening to its revenue."

There is nothing in the record to indicate that the checks were properly the revenue of the corporation, so as to charge the directors with a duty to ascertain why these checks were not being accounted for. We submit that the Court should make no assumption that these checks resulted from transactions whereby revenues normally would have been realized by Waipahu Auto Exchange, Ltd., but should require appellee to prove such fact, if fact it be, at a new trial.

Appellee argues that by cashing a check of Anthony Yee upon his endorsement, appellant represented to appellee that Anthony Yee was authorized to endorse and receive payment. An examination of the record (plaintiff's Exhibit B-1 through 12 [R. 53-64] defendant's Exhibit No. 2 [R. 70]) will reveal that at the time that appellant cashed the check referred to, appellee had already cashed nine of the twelve checks involved in this action. Further, apparent authority must emanate from action or failure to act on the part of the principal, not acts of third parties (see appellant's opening brief, pp. 37-38). That appellant made a mistake and paid Yee cannot inure to appellee's benefit, unless, somehow, the appellee bank knew of and relied on appellant's conduct — facts which do not appear in the record.

Appellee next urges that it relied upon the alleged apparent authority. As nearly as we can make out, the argu-

ment proceeds from the conclusion that the checks were cashed by appellee and that therefore they must have relied upon something. It is stated further that the practice of Mr. Yee cashing checks "apparently met with no objection from the directors of the corporation, for dealings with the finance companies were 'left entirely to Mr. Yee'" (appellee's brief, p. 45). In the absence of a showing that the directors were or should have been aware of the cashing of these checks by Anthony Yee, no significance can be attached to their failure to object. No such showing has been made. It is true that dealings with finance companies were left to Mr. Yee, but cashing of checks made payable to Waipahu Auto Exchange, Ltd., certainly is not a part of the making of arrangements with appellant as to the sale of conditional sale contracts.

Finally, appellee asserts that even if the bank had no knowledge of the "apparent authority" of Yee, nevertheless it is entitled to the benefit of those facts which it could have discovered upon reasonable inquiry. Three New York cases are cited but they are not authority for such a broad statement as that contained in appellee's brief (p. 45). Also, it is not clear from the decisions in these cases whether the courts were discussing actual, implied or apparent authority.

We refer the Court to our opening brief, pages 38-39, for statements of the generally recognized principal of law in regard to the necessity of reliance by the party asserting the existence of apparent authority. In addition to the authority cited therein, see: 2 *C.J.S.* Agency, sec. 96, pp. 1217, 1218, and *Perry v. New York Life Ins. Co.*, 22 N.Y.S. (2d), 696 (1940), a New York case more recently decided than those cited on p. 45 of appellee's brief. In the *Perry* case it is said at pp. 701-702:

> "In California, as in New York and elsewhere, apparent or ostensible authority, or agency by estoppel, is created only by acts or neglects of the person sought to

be charged as principal, and the person dealing with the ostensible agent must have known of and relied on such acts or omissions, and such reliance must be in good faith and in the exercise of reasonable prudence."

In any event, reasonable inquiry, even a simple telephone call to the general manager or to the treasurer of the payee corporation, would have revealed the banking practices of the corporation.

Respectfully submitted,

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